

# Exhibit D

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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

PABLO SANCHEZ,

Plaintiff,

2015-146007-ck  
JUDGE ANDERSON

CASE NO: 2015- -CK  
HON:

VS.

OAKLAND PHYSICIANS MEDICAL GROUP, LLC  
D/B/A DOCTORS HOSPITAL OF MICHIGAN,  
AND NGS AMERICAN, INC. D/B/A NGS  
CORESOURCE, A MICHIGAN CORPORATION  
Jointly, Severally, and Individually,

Defendants.

KELLER & AVADENKA, P.C.  
By: BARRY F. KELLER (P15806)  
ANN MARIE PERVAN (P45213)  
Attorneys for Plaintiff  
2242 S. Telegraph Rd., Ste. 100  
Bloomfield Hills, Mi 48302  
Tele: 248-335-9266  
Fax: 248-335-6128

OAKLAND PHYSICIANS MEDICAL GROUP,  
LLC D/B/A DOCTORS' HOSPITAL OF  
MICHIGAN  
R/A: Shari L. Alder  
461 West Huron  
Pontiac, MI 48341

NGS AMERICAN, INC. D/B/A  
NGS CORESOURCE  
R/A: Peter R. Griffin  
19800 Hall Road, P.O. Box 2310  
Mt. Clemens, MI 48046

COMPLAINT

COMMON ALLEGATIONS

1. Plaintiff, Pablo Sanchez, is a resident of the City of Lapeer, County of Lapeer, and State of Michigan.
2. Defendant, Oakland Physicians Medical Center, LLC d/b/a Doctor's Hospital of Michigan (hereafter: Doctors' Hospital or Doctors') is a Michigan Limited Liability Company, incorporated in the State of Michigan with a resident agent of Shari L. Adler, 461 W. Huron, Pontiac, MI 48341.

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3. Defendant, NGS American, Inc. d/b/a NGS CoreSource (hereafter: NGS), is a Michigan Corporation, incorporated in the State of Michigan with a resident agent of Peter R. Griffin, 19800 Hall Road, P.O. Box 2310, Mt. Clemens, MI 48046.
4. The amount in controversy is in excess of the sum of Twenty-Five Thousand Dollars (\$25,000.00), exclusive of cost, interest, and attorney fees.
5. At all relevant times, all transactions related to this litigation occurred in the County of Oakland, State of Michigan.
6. Jurisdiction is sought under section 502 (a)(1) (B), 29USC Sec. 1132 (a) ERISA. Concurrent jurisdiction is provided for in this action as Plaintiff is seeking benefits.

#### **COUNT I**

##### **ERISA**

7. Plaintiff was an employee of Defendant, Doctors' Hospital, until October 2012. At that time he went on leave, and then applied for short term disability. During this period his employer was deducting premiums for his medical coverage under Defendant's employee health care plan. Defendant NGS CoreSource was the Plan Administrator.
8. On May 8, 2013, Plaintiff received a Notice of Eligibility for Group Health Plan COBRA Coverage attached as Exhibit-1.
9. Attached to the Notice of Eligibility for Group Health Plan Coverage was Certificate of Group Health Plan Coverage attached as Exhibit-2
10. Plaintiff received Notice of Eligibility for Group Health Plan COBRA coverage and timely paid the premium on May 6, 2013. A copy of the Check # 3449 payable to NGS is attached as Exhibit-3.
11. Defendant, NGS, cashed check #3449 by depositing the same to their account on May 9, 2013. A copy of the transaction is attached as Exhibit-3.

12. At all relevant times Plaintiff understood that he had paid for and was entitled to Health Care Benefits pursuant to the Plan.
13. Plaintiff, relying on the fact that he made all contributions for his health coverage and that his employer, Doctors' Hospital, had made payments to the Defendant, NGS, underwent surgery on April 30, 2013 at McLaren Oakland located in Pontiac, Michigan.
14. Due to the surgical services, medical care and rehabilitation, Plaintiff incurred a bill in the amount of \$40,505.00 which remains unpaid and outstanding as of the date of filing this suit.
15. Plaintiff has received several notices for payment from McLaren which he has submitted to the Defendants.
16. Defendants remain liable to the Plaintiff under the Group Health Plan Coverage pursuant to Section 502 (a)(1)(B) 29 USC Sec. 1132 (a) for payment of the outstanding medical bill in the amount of \$40,505.00.
17. Due to the failure of the Defendants to pay the outstanding medical bill to McLaren Hospital, Plaintiff has had to secure the services of an attorney, and is requesting attorney fees, and cost for pursuing this action.

WHEREFORE, Plaintiff prays for damages against the Defendants, jointly, severally, and individually for an amount in excess of the sum of Twenty-Five Thousand Dollars (\$25,000.00), including court cost, and attorney fees.

#### COUNT II

18. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1-17, paragraph by paragraph and word for word.
19. Plaintiff was a participant in Defendant, Doctors' Hospital Group Health Plan. Defendant, NGS, was the plan administrator.

20. At all relevant times Plaintiff paid his premiums thru the payroll deduction plan, with the exception of his last payment which was paid directly to Defendant NGS.
21. Defendant, Doctors' Hospital, was under a fiduciary and contractual duty to use the funds deducted from Plaintiff's benefits for the payment of his medical coverage.
22. Defendant, NGS, was under a contractual duty to maintain and provide Plaintiff with health care coverage.
23. Defendants breached their agreement with Plaintiff by failing to maintain his eligibility for Medical Coverage thru the dates of his treatment at McLaren Hospital.
24. Defendants remain liable to Plaintiff and McLaren Hospital for the payment of the present outstanding medical amounts due and owing.
25. Defendant, Doctors' Hospital, has violated the provisions of MCL 408.477 by deducting monies from Plaintiff's wages and/or disability payments and failing to pay the monies to the Defendant, NGS, to insure that Plaintiff's medical coverage was maintained during the covered period as identified in this action.

WHEREFORE, Plaintiff prays for damages against the Defendants, jointly, severally, and individually for an amount in excess of the sum of Twenty-Five Thousand Dollars (\$25,000.00), including court cost, and attorney fees.

Respectfully submitted,

KELLER & AVADENKA, P.C.

/s/ Barry F. Keller

Barry F. Keller  
Attorney for Plaintiff

Date: March 12, 2015

P902002810V

NGS/CoreSource  
Eligibility Claims Department  
PO BOX 2310  
Mt. Clemens, MI 48046-2310

Electronic Service Requested

201305071328

DOCTORS' HOSPITAL OF MI  
461 WEST HURON ST.  
PONTIAC, MI 48341  
(248) 857-7200



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PABLO SANCHEZ  
AND GEORGIA SANCHEZ  
1666 W OREGON  
LAPEER, MI 48446-1246

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Employer:

DOCTORS' HOSPITAL OF MI

Coverage:

EMPLOYEE MEDICAL PLAN - HAP PEO  
EMPLOYEE DENTAL PLAN - DELTA DENTAL  
EMPLOYEE VISION PLAN  
(1) EMPLOYEE PHARMACY PLAN - 4D

5/08/2013

NOTICE OF ELIGIBILITY  
GROUP BENEFIT PLAN COBRA COVERAGE

THIS NOTIFICATION LETTER SUPERSEDES ANY PREVIOUS LETTERS.

Federal law requires that most group health plans (including your Plan) give covered employees and their families the opportunity to continue their health care coverage when there is a qualifying event that results in a loss of coverage under an employer's plan.

Coverage under the group benefit plan(s) named above terminates on 5/01/2013 for you and/or your dependents, if any, listed on the enclosed Benefit Election Form. Your loss of coverage is due to a medical leave of absence. The date of the event that caused your loss of coverage was 5/01/2013.

Any one of the enrolled individuals listed has the independent right to elect coverage. Coverage may be elected by completing and returning the enclosed Benefit Election Form postmarked by 7/07/2013.

This document explains when payment is due for anyone electing continuation coverage. Continuation coverage will end on the earlier of the following dates:

- 11/01/2014;
- The date you fail to pay any required premium;
- The date all group health plans sponsored by the above named employer terminate;
- The date you or your listed dependents become covered by Medicare, provided the date of coverage is after your COBRA election date. You must notify the Plan Administrator in writing within 30 days if, after electing COBRA coverage, a qualified beneficiary enrolls in Medicare Part A or B. (The Plan reserves the right to retroactively cancel COBRA coverage and will require reimbursement of all benefits paid after the date of commencement of Medicare entitlement);
- The date you or your listed dependents become covered under another group health plan provided the date coverage begins is after your COBRA election date. However, if the other group health plan has any pre-existing condition exclusions or limitations that you or your dependents may have, you may still have the right to continuation coverage.

The current cost for continuation coverage is shown on the enclosed Monthly Premium Rate Sheet. To elect COBRA coverage, you must fully complete and sign the Benefit Election Form. For additional information, please contact DOCTORS' HOSPITAL OF MI or contact NGS CoreSource.

EXHIBIT

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**IMPORTANT INFORMATION ABOUT YOUR COBRA CONTINUATION  
COVERAGE RIGHTS**

**What Is Continuation Coverage?**

Federal law requires that most group health plans (including your Plan) give employees and their families the opportunity to continue their health care coverage when there is a qualifying event that results in a loss of coverage under an employer's plan. A qualifying event may be one of the following: termination of employment; death of the employee; reduction in hours of employment; divorce; legal separation in those states that recognize legal separation; loss of dependent child status. Depending on the type of qualifying event, qualified beneficiaries can include the employee covered under the group health plan, a covered employee's spouse, and dependent children of the covered employee. Continuation coverage is the same coverage that the Plan gives to other similarly situated participants or beneficiaries under the Plan who are not receiving continuation coverage. Each qualified beneficiary who elects continuation coverage will have the same rights under the Plan as other similarly situated participants or beneficiaries covered under the Plan, including (if applicable) Open Enrollment or Special Enrollment rights. The persons listed on the enclosed Benefit Election Form have been identified by the plan as qualified beneficiaries entitled to elect continuation coverage. Specific information describing continuation coverage can be found in the Plan's Summary Plan Description (SPD) which can be obtained from your employer.

**How Long Will Continuation Coverage Last?**

In the case of a loss of coverage due to the end of employment or reduction in hours of employment, coverage may be continued for up to 18 months. In the case of a loss of coverage due to an employee's death, divorce, legal separation in those states that recognize legal separation, the employee's enrollment in Medicare, or a dependent child ceasing to be a dependent under the terms of the plan, coverage may be continued for up to 36 months. The maximum period of continuation coverage available to the listed qualified beneficiaries is shown on the enclosed Benefit Election Form.

Continuation coverage will be terminated before the end of the maximum period if any required premium is not paid on time, if a qualified beneficiary becomes covered under another group health plan that does not impose any pre-existing condition exclusion for a pre-existing condition of the qualified beneficiary, if a qualified beneficiary enrolls in Medicare, or if the employer ceases to provide any group health plan for its employees. Continuation coverage may also be terminated for any reason the plan would terminate coverage of a participant or beneficiary not receiving continuation coverage (such as fraud).

**How Can You Extend The Length Of Continuation Coverage?**

If you elect continuation coverage, an extension of the maximum period of 18 months of coverage may be available if a qualified beneficiary is disabled or if a second qualifying event occurs. You must notify the Plan Administrator or NGS CoreSource of a disability or a second qualifying event in order to extend the period of continuation coverage. Failure to provide such notice may affect the right to extend the period of continuation coverage.

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2013/07/13/2013

**CERTIFICATE OF GROUP HEALTH PLAN COVERAGE**

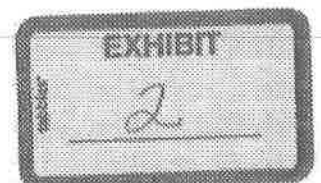
1. Date of this certificate: 07-10-2013
2. This certificate was issued under the group health plan sponsored by: DOCTORS' HOSPITAL OF MI
3. Name of participant: PABLO SANCHEZ
4. Participant Identification Number: CN3113470
5. Name, address and telephone number of Plan Administrator:

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## 6. Coverage Information:

Name of Participant(s)	Date Waiting Period Began	Date Coverage Began	Date Coverage Ended	Coverage Type
SANCHEZ, PABLO	N/A	06-01-2009	06-01-2013	Health

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Note: In accordance with the Health Insurance Portability and Accountability Act, only periods of coverage July 01, 1996 or later

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**CERTIFICATE OF GROUP HEALTH PLAN COVERAGE**

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1. Date of this certificate: 07-10-2013
2. This certificate was issued under the group health plan sponsored by: DOCTORS' HOSPITAL OF MI
3. Name of participant: GEORGIA SANCHEZ
4. Participant Identification Number: CN3113470
5. Name, address and telephone number of Plan Administrator:

**6. Coverage Information:**

Name of Participant(s)	Date Waiting Period Began	Date Coverage Began	Date Coverage Ended	Coverage Type
SANCHEZ, PABLO	N/A	06-01-2009	06-01-2013	Health

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PNC Online Banking

5/2/14, 8:53 AM

PNC Online Banking

Date	Description	Amount	Account
05/09/2013	Check 3449	\$532.99	4232404299

This is an image of a check, substitute check, or deposit ticket. Refer to your posted transactions to verify the status of the item. For more information about image delivery click here or to speak with a representative call: 1-888-PNC-BANK (1-888-782-2265) Monday - Friday: 7 a.m. - 10 p.m. ET, Saturday & Sunday: 8 a.m. - 5 p.m. ET.

GEORGIA R. WHALEN-SANCHEZ  
PABLO SANCHEZ  
1659 W. OREGON  
LAPEER, MI 49449

9-211720 3449

Sub May 1, 2013

Pay to the order of N65 CoreSource \$ 532.99

Five hundred thirty-two & 90/100 - Dollars

NATIONAL CITY BANK  
DETROIT, MICHIGAN

Pablo Sanchez

COBRA CN 3113470

Georgia Whalen-Sanchez

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